

MICMAC LANE - DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, Judith R. Kotanchik, an individual with an address of 48 Nashoba Road, Acton, Middlesex County, Massachusetts (hereinafter called "Declarant" which term shall include any builder or developer succeeding to Declarant's interest in the Property, as hereinafter defined) is the owner of a certain tract of land in the Town of Acton, Middlesex County, Commonwealth of Massachusetts, being known as Lots 1, Lot 2, Lot 3, Lot 4 and Lot 5 and the fee in the roadway shown as MicMac Lane as shown on a plan of land entitled, "Definitive Subdivision Plan, Micmac Lane, a Residential Compound, Acton, MA", Record Plan, For: Kotanchik, Scale: 1" = 40', December 31, 2007, last revised _____, prepared by Stamski and McNary, Inc., 80 Harris Street, Acton, Mass., recorded herewith as Plan No. ____ of 2008 ("Plan"), which lots are subject of Acton Planning Board Decision 08-05 approved by on _____, and;

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WHEREAS, Lots 1 through 5 inclusive, as shown on the Plan shall be subject to the provisions of this Declaration of Protective Covenants and said Lots 1 through 5, inclusive shall hereinafter collectively, be known as the "Property" and individually as a "Lot".

~~WHEREAS~~, Declarant desires to subject the Property to certain covenants and restrictions set forth below for the benefit of Declarant and each lot owner (as hereinafter defined).

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NOW, THEREFORE, the Declarant does hereby declare, covenant and subject the Property to the covenants and restrictions set forth below which shall run with the land and shall be binding on all grantees of each Lot claiming by, through or under Declarant, (each such grantee is hereinafter called a "Lot Owner"):

1. MICMAC HOMEOWNERS TRUST: The Lot Owners shall each be beneficiaries of that certain trust entitled, "MICMAC HOMEOWNERS TRUST", dated of even date and to be recorded herewith. ("Homeowners Trust").

2. NUISANCES: No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trash, garbage, metal, scrap or other waste may be placed, constructed or stored on the Property, except in approved sanitary containers which may be placed outside only on scheduled collection days.

3. TRAILERS, CLOTHELINES, ETC.: No trailer, boat, camper or clothesline or any apparatus designed for the purpose of drying clothing may be placed, constructed or stored on the Property or any Lot at any time, either temporarily or permanently, unless located completely within a structure on the Lot.

Comment [ka1]: The Town of Acton is trying to promote sustainability. The restriction on clotheslines is not consistent with that policy.

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Comment [ka2]: How about rabbits? How about small lizards that are kept in tanks indoors (that are sold in pet stores)?

4. LIVESTOCK AND POULTRY: No livestock or other barnyard animals, including but not limited to horses, cows, sheep, goats pigs, poultry, bees or reptiles of any kind shall be kept or bred on any Lot, except for Lot 5, but ordinary and usual

Comment [ka3]: Furthermore, as mentioned above, the Town of Acton is trying to promote sustainability. The document prohibits raising your own livestock, etc. (creating your own food, onsite).

domestic dogs, cats and birds may be kept in reasonable number by any Lot Owner. Such animals must be contained and controlled in accordance with the applicable local bylaws, and leashed when off of the pet owner's Lot.

Comment [ka4]: What is a "reasonable number"? How/when is that determined?

5. SIGNS: No signs of any kind shall be displayed to the public view on any Lot or inside the dwelling unit, except for street address signs and real estate "For Sale" or "For Rent" signs which do not exceed two square feet in area.

Comment [ka5]: How about indoor and/or outdoor fish? Indoor fish seem harmless. Those outdoor fish ponds are becoming popular.

Comment [ka6]: You might want to limit the size on this

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6. SOLAR HEAT PANELS: No solar heat panels of any type shall be installed to the exterior of any building without the prior written permission of the Declarant, its successors, or assigns.

Comment [ka7]: Standard real estate signs from real estate companies are much larger than two square feet in area. Does this mean that they are not permitted on the property? FYI - The Acton Zoning Bylaw restricts real estate signs to eight square feet in area.

7. FERTILIZER: Fertilizer utilized for landscaping and lawn care shall be low in nitrogen content and shall be used in moderation.

8. FENCES: Fences shall be constructed of either wood or indigenous fieldstone. Indigenous fieldstone walls shall be constructed with the minimum amount of mortar required for safety and structural integrity. Wood fences may be painted or stained with the color subject to Declarant's approval. Fence posts may be constructed of wood or concrete. Post and rail fences with an attached rubberized or plastic coated wire mesh shall be allowed. No fence or stone wall shall exceed four (4) feet in height if located between the dwelling and Micmac Lane, and no fence or stone wall shall exceed six (6) feet in height if located on any portion of a Lot.

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9. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plan. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct, redirect or retard the flow of water through drainage channels, swales, retention or detention areas or any other storm water drainage facilities in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible (refer to the "Private Way Covenant and Maintenance Agreement, Micmac Lane, Acton" recorded as Book _____, Page _____ with the Middlesex County Registry of Deeds).

10. POOLS, TENNIS COURTS, STORAGE BUILDINGS: No Lot Owner shall erect or permit to be erected on any Lot any inground pool, tennis court, storage shed, tent, barn or other exterior building, addition or improvement without the express written permission of the Declarant.

Comment [ka8]: "Inground pool" was inserted because "pools" is in the title of this section and above ground pools is addressed later in the document.

11. TELEVISION AND RADIO TOWERS OR ANTENNA: No radio, television, cell or other tower, pole, satellite dish, or antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television mast antennas, except for satellite dishes no greater than 18" in diameter mounted on the garage or other area in accordance with applicable laws.

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12. SUBDIVISION OF LOTS: No Lot shall be further subdivided, nor shall any of the Lots be changed or altered in any way.

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Comment [ka9]: Do you mean "...any of the Lot lines..." instead of "any of the Lots"? If "Lots" is meant, this statement is too vague. If "Lot lines" is meant, please correct.

13. PLAN APPROVAL: No excavation, removal of trees, grading or other ground alteration shall occur, nor shall any building or structure, including but not limited to driveways, walkways, stairs, fences, walls, swimming pools and tennis courts be erected on any Lot, and said Lot Owner will not commence construction on any Lot until and unless the Lot Owner has submitted a plan (which includes the locations of proposed structures, elevations thereof, tree removal, grading, driveway and landscaping) to the Declarant for approval and Declarant has given the Lot Owner written approval, it being Declarant's intention to maintain aesthetic consistency in the quality and appearance of the dwelling homes in the subdivision, and to ensure that the westward view from the existing dwelling on Lot 1 is preserved and not impaired. In connection with the foregoing, each Lot Owner understands:

- A. That proposed plans must be submitted to Declarant no later than sixty (60) days prior to anticipated commencement of construction;
- B. That all proposed dwelling homes shall contain no less than 2,500 square feet of living area;
- C. No cinder block, concrete block or plywood should be used for the exterior of any structure;
- D. Location, design and alteration or construction of all structures on any Lot shall comply with any and all applicable local, state or federal building codes and other applicable governmental regulations;
- E. That such plan approval shall also apply to reconstruction of a dwelling in the event of fire or other casualty;
- F. Any permitted and approved exterior construction or work on a structure on a Lot shall be completed within eight (8) months of the commencement of such construction or work (including driveway and landscaping), and shall be completed in conformity with the approved plan.

14. GARAGES ATTACHED TO DWELLINGS: Garages attached to dwellings may be occupied by private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoe trailers, but only if all of the foregoing times are at all times kept within the confines of the garage in which the same are used (except when actually being transported. Garages shall not be used for human habitation and shall not be converted into living or other accessory use. The term, "private non-commercial passenger vehicle" as used in this section shall include automobiles and (to the extent customarily used

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primarily for the transportation of passengers rather than cargo), minivans, sport utility vehicles and small pick up trucks. The fact that a vehicle, described in the immediately preceding sentence bears "commercial" license plates shall not, in and of itself, render such vehicle a commercial vehicle. Notwithstanding the foregoing, a Lot Owner may keep outside on his or her Lot in a neat and orderly fashion, no more than one (1) recreational vehicle or vessel with related trailer, provided that such vehicle or vessel is for personal or family use of the Lot Owner and further provided that such vehicle or vessel is kept to the rear of the dwelling and is not visible from the street.

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Comment [ka10]: This statement regarding recreation vehicles conflicts with Restriction 3 in the document which prohibits campers. Please clarify.

15. ABOVE-GROUND SWIMMING POOLS: No above ground swimming pools shall be allowed on any Lot.

16. STATUES AND OTHER OBJECTS: No statues, sculptures, birdbaths, replicas of animals or other similar objects shall be permitted on any part of any Lot which is visible from an adjacent Lot.

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17. MAINTENANCE OF LOT: Each Lot Owner shall be obligated to maintain and keep in good order and repair his respective property in accordance with these restrictions and covenants. Each Lot Owner shall keep his respective Lot in a good state of maintenance and cleanliness and shall keep lawns mowed and raked. Rock walls shall be maintained at all times.

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18. SEVERABILITY: Invalidation of any one or more of the covenants contained herein, judgment or court order or otherwise, shall in no way affect any other provisions which shall remain in full force and effect.

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19 ENFORCEMENT: This Declaration shall be for the benefit of the Lot Owners of the Lots shown on the Plan and may be enforced by each Lot Owner within the Property and/or the Homeowners Trust. In addition, Declarant shall have the right but not the obligation to enforce the provisions of this Declaration. Enforcement may be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof, either to restrain violations or to recover damages. In the event the Declarant incurs any costs in enforcing this Declaration, the party committing the violation shall reimburse the Declarant for the costs of such enforcement. To the extent permitted by law, Declarant shall also have the right to enter upon any portion of the Property, upon reasonable advance notice to owner, to enforce any provision or remedy any violation of this Declaration.

Comment [ka11]: What is considered "reasonable advance notice"? You might want to clarify.

20. WAIVER: No waiver by the Declarant of any violation hereof by any Lot Owner, shall be deemed a waiver of any subsequent violation by such Lot owner or any other Lot Owner.

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21. MODIFICATION AND AMENDMENT: These covenants, restrictions and agreements set forth herein shall run with the land and shall be binding upon each Lot Owner and such Lot Owner's successors and assigns, subject to the right of the Declarant to modify or terminate this Declaration in whole or in part. At such time as the Declarant no longer owns any Lots on the Plan, this Declaration may be modified or

terminated by agreement in writing of at least seventy-five (75%) percent of the then current Lot Owners.

For title, see Deed to the Declarant dated October 27, 2005 and recorded with the Middlesex South District Registry of Deeds in Book 46566, Page 262.

Executed under seal this day of , 2008.

Judith R. Kotanchik

COMMONWEALTH OF MASSACHUSETTS

| Middlesex, ss.

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| On this ____ day of _____, 2008, before me, the undersigned notary public, personally appeared Judith R. Kotanchik, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

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Notary Public:
My Commission expires: